

<i>SERFF Tracking Number:</i>	<i>GARD-126927636</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>47572</i>
<i>Company Tracking Number:</i>	<i>11-SPUL</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>BOLI 2011</i>		
<i>Project Name/Number:</i>	<i>BOLI 2011/11-SPUL</i>		

Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: BOLI 2011	SERFF Tr Num: GARD-126927636	State: Arkansas
TOI: L09I Individual Life - Flexible Premium Adjustable Life	SERFF Status: Closed-Approved-Closed	State Tr Num: 47572
Sub-TOI: L09I.001 Single Life	Co Tr Num: 11-SPUL	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Authors: Lisa Capella, Peter Diggins, John Monahan, Kathleen Tobin	Disposition Date: 01/06/2011
	Date Submitted: 12/22/2010	Disposition Status: Approved-Closed
		Implementation Date:

Implementation Date Requested: 03/18/2011

State Filing Description:

General Information

Project Name: BOLI 2011	Status of Filing in Domicile: Not Filed
Project Number: 11-SPUL	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 01/06/2011
	State Status Changed: 01/06/2011
Deemer Date:	Created By: Lisa Capella
Submitted By: Peter Diggins	Corresponding Filing Tracking Number:
Filing Description:	
Re: The Guardian Life Insurance Company of America	
NAIC #: 429-64246 FEIN #: 13-5123390	
Modified Single Premium Universal Life Insurance Policy, Form 11-SPUL AR	

Dear Commissioner:

<i>SERFF Tracking Number:</i>	<i>GARD-126927636</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>47572</i>
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<i>Product Name:</i>	<i>BOLI 2011</i>		
<i>Project Name/Number:</i>	<i>BOLI 2011/11-SPUL</i>		

We are enclosing a new policy form for your review and approval. This form replaces 07-SPUL AR, which was previously approved by your Department on 9/11/07 (Dept File No. 36735). The expected introduction date for this new form is March 2011.

The policy will be marketed to financial institutions (especially community banks) to help fund certain non-qualified executive benefit programs, such as deferred compensation plans and selective incentive programs. The policy is participating; however dividends are not expected to be paid. The policies will be issued on a sex-distinct basis.

The policy will be used in fully underwritten and guaranteed issue situations and will be available at issue ages 20-80 (20-75 for guaranteed issue). The minimum face amount is \$100,000 (\$250,000 for the Preferred Plus NT risk class). No riders are available under this policy.

The underwriting classes available under this policy are Preferred Plus NT, Preferred NT, Non-Smoker, Standard, Substandard (smoker) and Substandard (non-smoker). For Guaranteed Issue cases the underwriting class shown on the policy data page is Standard.

SPUL POLICY FORM

The policy is a modified single premium universal life policy. The death benefit of the policy is the face amount (ignoring adjustments, outstanding loans, etc.). The Cash Value Accumulation Test will be used for Section 7702 compliance.

The owner has the right to decrease the face amount once the policy is in force. Face decreases may be requested on any Policy Anniversary.

On each Monthly Processing Date, certain Monthly Deductions are subtracted from the Unloaned Policy Account Value of the policy. These Deductions consist of: (1) an Administrative Charge, which is a flat monthly fee of \$7.50, and (2) Cost of Insurance (COI) charges for the basic policy. The policy form describes these charges and displays the administrative charge and the maximum COI rates per \$1,000 that could apply. The Company has the right to change COI rates up to the stated maximums.

Although this is a modified single premium policy, it is not a paid-up policy. The single premium for the policy is calculated based on guaranteed cost of insurance charges and an interest rate of 4%. Since the guaranteed minimum interest rate on the Policy Account Value is 2%, it is possible that the Policy Account Value will eventually be depleted. The policy will remain in force as long as the Policy Account Value, after deducting the Monthly Deductions, minus any Policy Debt is at least zero. On any Monthly Processing Date on which this condition is not satisfied, a 61-day grace period will commence. The owner can prevent the policy from lapsing by paying a premium that will cause the Policy

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Company Tracking Number: 11-SPUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: BOLI 2011
Project Name/Number: BOLI 2011/11-SPUL

Account Value less Policy Debt to be at least zero.

Aside from the single premium payable when the policy is issued, in the 1st 10 years we do not require or allow any additional payments under the policy except: (1) if necessary to keep this policy from lapsing; (2) to reinstate a lapsed policy; or (3) a loan repayment. In addition to these payments, beginning in policy year 11, additional payments may be made as long as they do not cause the death benefit to increase as described in the "Section 7702 Minimum Death Benefit" section of the policy.

The owner may take policy loans up to the maximum loan amount described in the policy. We do not expect loans under this policy since it will most likely be a Modified Endowment Contract when issued and loans will be subject to less favorable tax treatment than other life insurance policies. If a loan is taken, the loan amount is transferred from the Unloaned Policy Account Value into a Loan Account. The funds remain in the Loan Account until the loan is repaid. The loan interest rate for this policy is 8%. Interest is also credited to amounts held in the Loan Account at an interest rate of 7%. Any Policy Debt (loan principal plus due and unpaid loan interest) is deducted from any death or surrender proceeds payable under the policy.

This policy uses the 2001 CSO Mortality Tables. The guaranteed minimum interest rate for the unloaned portion of the Policy Account Value is 2%. We reserve the right to declare interest rates higher than the guaranteed rate. Generally, the company will use a blend of new money and Guardian's portfolio rate in determining the declared rate for this policy. Please see the actuarial Memorandum for more details on determining interest rates for this policy.

Beginning in Policy Year 12, an additional interest credit of .37% over the current declared crediting rate is applied to the Unloaned Policy Account Value and beginning in Policy Year 18, an additional credit of .20% over the current declared crediting rate is applied to the Unloaned Policy Account Value. However, in any given year if the declared interest rate is equal to the guaranteed interest rate these additional interest credits will not be applied.

There are no surrender charges for the product. The product is designed this way so that the bank can show the full Policy Account Value as an asset on its balance sheet. And again, the large majority of bank owned life insurance cases are held to the death of the executive due to the adverse tax ramifications of surrendering an inforce policy. Nevertheless, one thing banks sometimes do is exchange one policy for another carrier's policy under 1035 tax-free exchange rules. The Company needs to address the risk that the bank will swap the policy in order to "chase" the highest crediting rate in the industry. In order to protect the Company against this, the policy has an Exchange Charge that will apply only if the policy is surrendered as part of a 1035 exchange. The company would know that the transaction is a 1035 exchange because the policy gets assigned to the company and we would transfer the money directly to the new carrier. The Exchange Charge is equal to 7% of the single premium in the first policy year and grades down by 1% each year, until it reaches zero in year 11.

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<i>Product Name:</i>	<i>BOLI 2011</i>		
<i>Project Name/Number:</i>	<i>BOLI 2011/11-SPUL</i>		

Application form L-AP-2004 AR, which was approved by your Department on 12/10/09 (Dept File No. 44283), will be used to apply for the policy on a fully underwritten basis. For guaranteed issue, application form L-AP-SIGI-2008 AR, which was approved by your Department on 12/10/09 (Dept File No. 44282) will be used.

This new policy form will be marketed with an illustration and if required, we are enclosing the appropriate certification from our illustration actuary. We are also enclosing any applicable certifications, transmittals and filing fees that are required for this filing. Nonforfeiture and reserve memos are also enclosed, as well as a Statement of Variability which describes those elements of the Policy Data page that are variable in nature.

The enclosed form will be laser-emitted or pre-printed with the language identical to that approved by your state. We reserve the right to change duplex printing, line location of sentences and words, and the type font (but not the point size) of the form without resubmitting it for approval.

I hope this information is satisfactory and that we may receive your Department's approval of this submission at your earliest convenience. If you have any questions or concerns over this submission, please feel free to contact me toll-free at 1-877-600-1460, or via SERFF.

Sincerely,

Pete Diggins
Director, Individual Markets

Company and Contact

Filing Contact Information

Lisa Capella, Specialist	lcapella@glic.com
7 Hanover Square	212-598-1321 [Phone]
New York, NY 10004	212-919-2592 [FAX]

Filing Company Information

The Guardian Life Insurance Company of America	CoCode: 64246	State of Domicile: New York
7 Hanover Square	Group Code: 429	Company Type: Life
New York, NY 10004	Group Name:	State ID Number:

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TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: BOLI 2011
Project Name/Number: BOLI 2011/11-SPUL
(212) 598-8704 ext. [Phone] FEIN Number: 13-5123390

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: 1 form x \$50
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$50.00	12/22/2010	43166556

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Product Name:	BOLI 2011		
Project Name/Number:	BOLI 2011/11-SPUL		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/06/2011	01/06/2011

<i>SERFF Tracking Number:</i>	<i>GARD-126927636</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>BOLI 2011/11-SPUL</i>		

Disposition

Disposition Date: 01/06/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Company Tracking Number: 11-SPUL

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: BOLI 2011

Project Name/Number: BOLI 2011/11-SPUL

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Certifications		No
Form	Modified Single Premium Universal Life Insurance Policy		Yes

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Product Name: BOLI 2011

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Form Schedule

Lead Form Number: 11-SPUL

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	11-SPUL AR	Policy/Cont ract/Fratern al	Modified Single Premium Universal Life Insurance Policy Certificate	Initial		50.300	11-SPUL AR.pdf

INSURED JOHN DOE

35-MALE **AGE AND SEX**

1234567 **POLICY NUMBER**

MARCH 1, 2011 **POLICY DATE**

FACE AMOUNT INITIAL FACE AMOUNT \$ 100,000

PREFERRED **UNDERWRITING**
NT **CLASS**

ISSUE DATE MARCH 1, 2011

PLAN OF INSURANCE SINGLE PREMIUM UNIVERSAL LIFE
INSURANCE



**The Guardian
Life Insurance Company
Of America**

**A Mutual Company
Established 1860**

Read this policy carefully. This policy is a legal contract between the owner and The Guardian Life Insurance Company of America (Guardian).

The entire contract consists of the basic policy and any attached additional benefit riders, endorsements and application(s). This policy is issued by Guardian at its home office at [7 Hanover Square, New York, New York 10004], on the issue date. However, all correspondence should be sent to our Customer Service Office at the address shown on the Policy Data page.

Secretary

President

We will pay the death proceeds of this policy to the beneficiary upon receipt of due proof that the insured died while this policy was in force. These proceeds are described in greater detail in the "Death Proceeds" section.

Free Look Period

The owner has the right to examine this policy and return it for cancellation to our Customer Service Office or to any agent or agency within [10] days after receiving it; this is the free look period. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed and postage prepaid. If the policy is cancelled during this period, we will refund any amounts paid. The policy will be void from the beginning.

Modified Single Premium Universal Life Insurance Policy

- Single premium payable; additional payments allowed only under specific circumstances described in the policy.
- Death proceeds payable upon insured's death if policy is in force
- Policy Account Value less Policy Debt payable on the Maturity Date if the policy has not terminated
- Participating – However, Dividends are not expected to be paid

POLICY SUMMARY

This summary outlines some of the major policy provisions; it does not alter any of these provisions. The actual policy provisions set forth the full details and conditions of this policy; only the actual policy provisions will control.

In this policy, the words "you" and "your" refer to the policyowner; the words "we", "us", and "our" refer to Guardian.

We will pay the death proceeds to the beneficiary if the insured dies while this policy is in force. We will determine the actual death proceeds payable in accordance with the "Death Proceeds" provision. The Initial Face Amount is shown on the Policy Data page. The face amount may be decreased in accordance with the Decreasing the Face Amount provision..

There is a single premium payable for the policy. This amount is shown on the policy data page. The policy is not in effect until such amount is paid. The payment of the single premium does not guarantee that the policy will remain inforce to the Maturity Date. Additional premium payments may be permitted subject to the limitations described in the Premiums provision.

This policy is eligible to receive dividends, although it is not expected that dividends will be paid (see the "Dividends" provision).

This policy will stay in force as long as the Policy Account Value minus any Policy Debt is greater than or equal to zero. On each Monthly Processing Date, certain monthly charges for the policy will be deducted from the Unloaned Policy Account Value. If after deducting such charges, the Policy Account Value less Policy Debt is less than zero, a 61 day grace period will begin. The policy will lapse without value at the end of such grace period if an additional payment is not made such that the Policy Account Value less Policy Debt is at least equal to zero. The "Grace Period" provision of the policy provides more information about policy lapse and Monthly Deductions are discussed in greater detail on both the Policy Data page and in the "Monthly Deductions" provision.

This policy does not have a minimum guaranteed Policy Account Value. If this policy has any Unloaned Policy Account Value, you may, subject to limitations:

- make partial withdrawals (see the "Partial Withdrawals" provision);
- obtain a policy loan (see the "Policy Loans" Section);
- surrender this policy for cash (see the "Surrender" provision);
- use this policy to provide life income (see the "Payment Options" Section).

POLICY DATA

INSURED	[JOHN DOE]	[1234567]	POLICY NUMBER
AGE AND SEX	[35]- [MALE]	[MARCH 1, 2011] [MARCH 1, 2011]	POLICY DATE ISSUE DATE
UNDERWRITING CLASS	[PREFERRED NT]		
PLAN OF INSURANCE	SINGLE PREMIUM UNIVERSAL LIFE INSURANCE	[MARCH 1, 2097]	MATURITY DATE *
FACE AMOUNT	INITIAL FACE AMOUNT	[\$ 100,000]	
OWNER	[ABC CORPORATION]		
BENEFICIARY	AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED IN THE OWNER'S SIGNED NOTICE		

BENEFITS AND PREMIUMS

BASIC POLICY	AMOUNT
SINGLE PREMIUM FOR POLICY	\$ [51,120]
MINIMUM FACE AMOUNT: \$100,000	

* COVERAGE MAY EXPIRE PRIOR TO THE MATURITY DATE SHOWN. THE CONTINUATION OF COVERAGE DEPENDS ON A NUMBER OF FACTORS INCLUDING THE INTEREST CREDITED TO THE POLICY ACCOUNT VALUE, THE CURRENT CHARGES ASSESSED AGAINST THE POLICY ACCOUNT VALUE, THE AMOUNT AND FREQUENCY OF PREMIUM PAYMENTS AND WHETHER PARTIAL WITHDRAWALS OR POLICY LOANS HAVE BEEN TAKEN.

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:

[3900 Burgess Place
Bethlehem, PA 18017
1-800-441-6455]

POLICY DATA – CONT'D

MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

COST OF INSURANCE CHARGES

We deduct the current cost of insurance charge for the Basic Policy on each Monthly Processing Date. We base the monthly cost of insurance charge on our current cost of insurance rates. The current cost of insurance rate will never exceed the maximum monthly cost of insurance rate for the applicable policy year. The Table of Maximum Monthly Cost of Insurance Rates is shown on page 4. See the "Monthly Cost of Insurance" provision for further information.

ADMINISTRATIVE CHARGES

We deduct an administrative charge for the Policy on each Monthly Processing Date. This charge is equal to \$[7.50] per month.

TRANSACTION DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

PARTIAL WITHDRAWAL OF NET CASH SURRENDER VALUE

The minimum partial withdrawal is \$500. We reserve the right to limit the number of withdrawals in a policy year to 12. See the "Partial Withdrawals and Surrender" section of this policy for further information.

EXCHANGE CHARGE

The table below shows exchange charge that may apply upon certain full surrenders of the policy. For further information, see the "Partial Withdrawals and Surrender" section of this policy.

<u>POLICY YEAR</u>	<u>EXCHANGE CHARGE</u>
1	\$ [3,578.40
2	3,220.56
3	2,862.72
4	2,504.88
5	2,147.04
6	1,789.20
7	1,431.36
8	1,073.52
9	715.68
10	357.84
11 and thereafter	0]

**TABLE OF MAXIMUM MONTHLY COST OF INSURANCE RATES
PER \$1,000 OF NET AMOUNT AT RISK**

Monthly cost of insurance charges are based on current cost of insurance rates. The current cost of insurance rate applicable to the Net Amount at Risk will never exceed the applicable maximum monthly cost of insurance rate shown below. See the "Monthly Cost of Insurance" provision of this policy for further information.

<u>INSURED'S ATTAINED AGE</u>	<u>FACTOR</u>	<u>INSURED'S ATTAINED AGE</u>	<u>FACTOR</u>
[35	[0.09089	[78	[1.90112
36	0.09589	79	2.12703
37	0.10007	80	2.37402
38	0.10378	81	2.65539
39	0.10378	82	2.94684
40	0.10378	83	3.26004
41	0.10378	84	3.60770
42	0.10378	85	3.99693
43	0.10378	86	4.58869
44	0.10378	87	5.25787
45	0.10378	88	6.00217
46	0.10378	89	6.81940
47	0.10378	90	7.70917
48	0.10378	91	8.69087
49	0.10378	92	9.76836
50	0.11091	93	10.95878
51	0.11963	94	12.27825
52	0.13232	95	13.73381
53	0.14660	96	15.01896
54	0.16484	97	16.42647
55	0.18706	98	17.96896
56	0.21008	99	19.66472
57	0.23469	100	21.52865
58	0.25455	101	23.58441
59	0.27838	102	25.85770
60	0.30699	103	28.37327
61	0.34276	104	31.16994
62	0.38651	105	34.25712
63	0.43586	106	37.71128
64	0.48683	107	41.59158
65	0.54102	108	45.97676
66	0.59526	109	50.96386
67	0.64953	110	56.67724
68	0.70783	111	63.28772
69	0.76698	112	71.02084
70	0.83977	113	80.21189
71	0.92145	114	83.33333
72	1.03130	115	83.33333
73	1.14612	116	83.33333
74	1.26674	117	83.33333
75	1.39723	118	83.33333
76	1.54006	119	83.33333
77]	1.70661]	120]	83.33333]

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the death benefit provided under the Section 7702 Minimum Death Benefit (see the "Death Proceeds" section of this policy for further information).

<u>INSURED'S ATTAINED AGE</u>	<u>FACTOR</u>	<u>INSURED'S ATTAINED AGE</u>	<u>FACTOR</u>
[35	[4.89045	[78	[1.37187
36	4.72188	79	1.34585
37	4.55934	80	1.32149
38	4.40237	81	1.29865
39	4.25133	82	1.27736
40	4.10559	83	1.25741
41	3.96526	84	1.23869
42	3.83024	85	1.22116
43	3.70055	86	1.20483
44	3.57615	87	1.18972
45	3.45685	88	1.17580
46	3.34258	89	1.16300
47	3.23279	90	1.15123
48	3.12744	91	1.14035
49	3.02553	92	1.12989
50	2.92705	93	1.11963
51	2.83213	94	1.10936
52	2.74077	95	1.09872
53	2.65315	96	1.08716
54	2.56910	97	1.07348
55	2.48880	98	1.05621
56	2.41231	99	1.03301
57	2.33923	100	1.00000
58	2.26947	101	1.00000
59	2.20235	102	1.00000
60	2.13789	103	1.00000
61	2.07615	104	1.00000
62	2.01726	105	1.00000
63	1.96128	106	1.00000
64	1.90817	107	1.00000
65	1.85766	108	1.00000
66	1.80959	109	1.00000
67	1.76363	110	1.00000
68	1.71954	111	1.00000
69	1.67717	112	1.00000
70	1.63639	113	1.00000
71	1.59731	114	1.00000
72	1.55989	115	1.00000
73	1.52448	116	1.00000
74	1.49091	117	1.00000
75	1.45893	118	1.00000
76	1.42846	119	1.00000
77]	1.39942]	120]	1.00000]

WE & YOU

In this policy, the words “we”, “our” or “us” refer to The Guardian Life Insurance Company of America, and the words “you” or “your” refer to the Owner of this policy.

When you write to us, please include the policy number, the Insured’s full name, and your current address.

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APPLICATION - Attached to the Policy

RIDERS OR ENDORSEMENTS
(IF ANY) - Attached to the Policy

1. DEFINITIONS

Certain important terms used in this policy are defined below. Additional terms, not explained here, are defined in other parts of this policy.

Attained Age	The insured's Issue Age as shown on page 3, plus the number of policy years completed since the Policy Date.
Basic Policy	This policy, including any attached endorsements and applications, but excluding any additional benefit riders.
Good Order	Notice from the party authorized to initiate a policy transaction under this policy in a format satisfactory to us, including all information we require to process the requested transaction under this policy.
Initial Face Amount	The Face Amount on this policy's Issue Date.
Internal Revenue Code	The Internal Revenue Code of 1986, as amended, and its related rules and regulations.
Issue Age	The insured's age on the birthday nearest the Policy Date. The Issue Age is shown on the Policy Data page.
Issue Date	The date this policy is issued at the Customer Service Office. The Issue Date is shown on the Policy Data page.
Loan Account	An account to which values from the Unloaned Policy Account Value are transferred when a policy loan is taken. The Loan Account is equal to the Loan Amount plus interest credited to the Loan Amount since the last Policy Anniversary.
Loan Amount	Loan Amount is the sum of any amounts borrowed plus any capitalized loan interest less any loan repayment.
Monthly Deductions	The total of the charges due and payable on each Monthly Processing Date.
Monthly Processing Date	The day of each policy month on which the Monthly Deductions are deducted from the Unloaned Policy Account Value and certain policy benefits and values are calculated. The Monthly Processing Date is the same date of each calendar month as the Policy Date, or the last day of a calendar month, if earlier.
Net Cash Value	The Net Cash Value is equal to the Policy Account Value minus any Policy Debt, and is never less than zero.
Policy Anniversary	The same date of each calendar year as the Policy Date.
Policy Date	The Policy Date is shown on page 3. Policy months, policy years and Policy Anniversaries are measured from the Policy Date. This date also determines the insured's Issue Age.
Policy Debt	The Loan Amount, plus accrued and unpaid loan interest.
Unloaned Policy Account Value	The portion of the Policy Account Value that is not securing any outstanding loans under the policy. The Unloaned Policy Account Value is the Policy Account Value less the Loan Account. See the "Policy Account Value" section for a definition of the Policy Account Value.
Section 7702	The section of the Internal Revenue Code which defines life insurance.

2. DEATH PROCEEDS

Death Proceeds

The death proceeds become payable to the beneficiary upon our receipt at the Customer Service Office of due proof in Good Order that the insured died while this policy was in force. The death benefit payable on any given date is the greatest of the following:

- the Face Amount; or
- the minimum death benefit required under Section 7702, as calculated on the Monthly Processing Date preceding the date of death, less any partial withdrawals that may have occurred after that Monthly Processing Date; or
- the minimum death benefit required under Section 7702, as calculated as of the date of death.

The death benefit will be reduced by any Policy Debt and any due and unpaid Monthly Deductions as of the date of the insured's death.

If the death proceeds are not paid within 30 days from the date due proof of death has been furnished to us, we will pay interest on such proceeds from the date of death to the date proceeds are paid, at a yearly interest rate of 8%.

Maturity Benefit

The Maturity Date is the Policy Anniversary on which the insured is Attained Age 121. We will pay you the Policy Account Value, less any Policy Debt, as of the Maturity Date if you choose not to continue coverage beyond age 121 as provided in the Age 121 provision.

Section 7702 Minimum Death Benefit

The amount of death benefit will always equal or exceed the minimum death benefit required by the Cash Value Accumulation Test under Section 7702. The minimum death benefit required under such Test on any date is the Policy Account Value on that date multiplied by the factor for the appropriate Attained Age shown in the Table of Death Benefit Factors on the Policy Data Pages.

3. DECREASING THE FACE AMOUNT

Decreases in Face Amount

You may request a decrease in the Face Amount at any time. We must receive your signed written request for the decrease in Good Order at the Customer Service Office. To process a decrease in the Face Amount, we require that:

- the insured is living on the date the decrease will take effect;
- the amount of the decrease is at least \$5,000; and
- the reduced Face Amount is not less than the Minimum Face Amount shown on the Policy Data page. However, the underwriting class may change if the reduced Face Amount does not meet the minimum requirements for that class.

The decrease will take effect on the Monthly Processing Date that is on or next follows the date we receive a request to decrease the Face Amount that meets all of the above requirements.

We will send you revised Policy Data pages reflecting any changes caused by a decrease in Face Amount.

The policy's Face Amount can also be decreased in conjunction with your request to make a partial withdrawal. This type of decrease will be treated the same as any other decrease, except that the \$5,000 minimum does not apply.

4. OWNER AND BENEFICIARY

Owner

The owner is named in the application or in any later change shown in our records. While the insured is living and subject to any assignment on file with us, the owner alone has the right to receive all benefits and exercise all rights this policy grants or we allow.

Successor Owner

A numbered sequence may be used to name successor owners. If the owner dies, ownership passes to the next designated successor owner then living. If none is then living, ownership passes to the owner's estate. No successor owner is permitted when the insured and the owner are the same person.

Joint Owner

If more than one person is named as owner with no numbered sequence or the same number sequence (as described in "Successor Owner" above), they are joint owners. Any request for a policy transaction or change must be signed by all of the joint owners named in our records. Unless otherwise provided, if a joint owner dies, ownership passes to the surviving joint owner(s) equally. When the last joint owner dies, ownership passes to that person's estate, unless otherwise provided.

Beneficiary

The beneficiary is named in the application or in any later change shown in our records. We will pay the death proceeds to the beneficiary, subject to the terms of the "Death Proceeds" provision. Unless otherwise provided, in order to receive proceeds at the insured's death, a beneficiary must be living on the earlier of:

- the date we receive due proof of the insured's death in Good Order at the Customer Service Office; or
- the 15th day after the insured's death.

Unless otherwise provided, if no designated beneficiary is living on such earlier date, the owner or the owner's estate is the beneficiary.

Contingent Beneficiary

A numbered sequence may be used to name contingent beneficiaries. The beneficiary is the living person(s) designated by the lowest number in the sequence.

Concurrent Beneficiary

If more than one person is named as beneficiary with no number or the same number, those persons are concurrent beneficiaries. Shares are equal, unless otherwise specified. If shares are equal, the share of a concurrent beneficiary who predeceases the insured will be shared equally by the surviving concurrent beneficiaries. If unequal shares are specified and a concurrent beneficiary predeceases the insured, the beneficiary of that share will be the owner or the owner's estate.

Change of Owner or Beneficiary

You may change the owner of this policy or a beneficiary by your signed written request in Good Order. The change will take effect as of the date the request is signed, whether or not the insured is living when we receive the request at the Customer Service Office. However, the change will not apply to any payments we made or actions we took on or before the date we receive the request.

Assignment

We will not be bound by any assignment unless the original, or a copy, is filed at the Customer Service Office in Good Order. An assignment must be signed and dated by both the assignor and the assignee and, as applicable, by the beneficiary. The rights of any owner or beneficiary and the entire contract, as defined in "The Contract" provision of this policy, will be subject to the assignment.

We will rely solely on the assignee's statement as to the amount of the assignee's interest. We will not be responsible for the validity of any assignment. Unless otherwise provided, the assignee may exercise all rights this policy grants except: the right to change the owner or beneficiary, the right to elect a Payment Option.

Assignments are subject to all payments we made or actions we took on or before the date we receive the assignment in Good Order at the Customer Service Office.

5. DIVIDENDS

This is a participating policy. A participating policy shares in our divisible surplus. It is not expected that there will be any dividends payable under this policy. The policy's share, if any, is determined yearly by Guardian. This share is payable as the dividend on the next policy anniversary if the policy is then in force.

If a dividend is payable, it will reflect our mortality, expense and investment experience.

Dividend Options

You may elect one of the dividend options described below.

- **Cash:** As a cash payment, or
- **Policy Account Value:** Applied to increase the Unloaned Policy Account Value.

If no option is elected, dividends will be applied to increase the Unloaned Policy Account Value.

6. PREMIUMS, LAPSE AND REINSTATEMENT

Premium Payment

The single premium shown on the Policy Data page must be paid to put this policy in force. This policy is in force when the single premium is paid, but not before the Issue Date.

In the 1st 10 policy years, no additional payments are allowed under the policy except under the following circumstances:

- A payment may be made to repay all or a portion of any Policy Debt if a loan has been taken under the policy (please see the "Loans" section for further information);
- A payment may be made to keep this policy in force if it is in danger of lapsing (please see the "Grace Period" provision for further information);
- A payment may be made to reinstate this policy if it has lapsed (please see the "Reinstatement" provision for further information).

Beginning in policy year 11, additional payments may be made. However, at no time will a premium payment be accepted if that payment causes the death benefit to increase as described in the "Section 7702 Minimum Death Benefit" section of this policy.

Crediting Payments

Any payment you make after the single premium is paid must be sent to our Customer Service Office. Upon request, we will give you a receipt signed by one of our officers. All premium payments will be credited as of the date of receipt in Good Order at the Customer Service Office.

When a payment is received at the Customer Service Office during the grace period, or to reinstate the policy, whether or not it is identified as a premium payment, such payment will be applied in the following order:

- to repay any Policy Debt;
- to pay any due and unpaid Monthly Deductions;
- to the Unloaned Policy Account Value.

Continuation of Insurance

On each Monthly Processing Date, Monthly Deductions are subtracted from the Unloaned Policy Account Value. This policy will continue in force as long as the Policy Account Value, after deducting these charges, is greater than or equal to the Policy Debt. If the Policy Account Value, after deducting these charges, is less than the Policy Debt, the policy's Grace Period will begin as described in the next provision. Any uncollected Monthly Deductions are still due.

Grace Period

If on a Monthly Processing Date, after the deduction of Monthly Deductions due on that date, the Policy Account Value less any Policy Debt is less than zero, the policy is in danger of lapsing. We allow a grace period of 61 days after that Monthly Processing Date, during which the policy remains in force. During the grace period, in order to prevent your policy from lapsing, you must make an additional premium payment such that at the time the payment is made, the Policy Account Value less Policy Debt is greater than or equal to zero. Before applying this payment to the policy, we will deduct any Monthly Deductions that are due but were unpaid because the Unloaned Policy Account Value was insufficient to cover such charges. If you do not make such a premium payment by the end of the 61-day grace period, this policy will lapse without value.

While the policy is in the grace period, we will mail you a notice, at least 30 days before the end of the grace period, to notify you that the policy is in danger of lapsing. This notice will be mailed to the last known address for the policyowner (and any assignee) on our records.

Reinstatement

If this policy lapses, it may be eligible for reinstatement within 3 years after the date of lapse. If the policy was surrendered for its Net Cash Value, it is not eligible for reinstatement. The reinstatement of this policy will not take effect until we approve the application for reinstatement, and receive payment of all amounts due as described below. The requirements for reinstatement are:

- Your signed written application received at our Customer Service Office in Good Order;
- Evidence of insurability satisfactory to us;
- The insured must be living on the date the reinstatement takes effect;
- Payment or reinstatement of any outstanding Policy Debt as of the date of lapse with interest at the policy loan interest rate from the date of lapse to the date of reinstatement (see the "Policy Loans" provision). We will also credit interest to the Loan Amount at the applicable interest rate described in the "Loan Account" provision;
- Payment of any Monthly Deductions which were due during the policy's grace period, but uncollected, plus interest on this amount at an annual rate of 6% from the date of lapse to the date of reinstatement;
- A premium payment of an amount equal to 3 times the Monthly Deduction that was due on the Monthly Processing Date that was on or immediately preceded the date of lapse.

The date of reinstatement will be the Monthly Processing Date on or after the date we approve the reinstatement. Charges for the policy after reinstatement will be based on the Attained Age at the time of reinstatement and the duration from original issue of the policy. The Policy Account Value upon reinstatement will be the Policy Account Value in effect at the time of lapse, plus the premium payment described above.

7. POLICY ACCOUNT VALUE

The initial Policy Account Value is equal to the single premium you pay to put this policy in force minus the Monthly Deductions due for any Monthly Processing Dates that fall between the Policy Date and the date the single premium is paid. On each subsequent Monthly Processing Date the Policy Account Value is equal to:

- The Policy Account Value on the prior Monthly Processing Date; less
- Any partial withdrawals made since that date; plus
- All premiums received since the prior Monthly Processing Date; plus
- Any interest credited for the prior month; plus
- Any dividend not paid in cash (if the date is a Policy Anniversary); less
- The Monthly Deductions due on that date.

On a date other than Monthly Processing Date, the Policy Account Value is equal to:

- The Policy Account Value on the prior Monthly Processing Date; less
- Any partial withdrawals made since that date; plus
- All premiums received since the prior Monthly Processing Date; plus
- Any interest credited to the Policy Account Value for the number of days since the prior Monthly Processing Date.

The total Policy Account Value consists of the Unloaned Policy Account Value, plus any amounts in the Loan Account, which is created when a policy loan is taken, less any due and uncollected Monthly Deductions

Interest Credited to Unloaned Policy Account Value

We will credit interest to your Unloaned Policy Account Value. Interest will accrue daily at a minimum guaranteed annual effective rate of 2% and will be credited to the unloaned portion of the Policy Account Value on each Monthly Processing Date. We may set interest rates greater than 2% at our discretion. The interest rate we credit to this policy will be based on a rate we declare at least once each year for all policies on this policy form. In the event the declared rate changes, any change to the rate actually credited to your policy will take effect no earlier than the date the declared rate changed, and no later than the next policy anniversary.

Beginning in the 12th policy year, we will credit your policy an additional .37% above the then current annual declared rate. Beginning in the 18th policy year, we will credit an additional .57% above the then current annual declared rate. However, if the current declared annual interest rate is equal to the minimum guaranteed rate of 2%, these additional amounts will not be credited as long as the declared rate remains at 2%.

The annual statement we provide you shows the interest rate(s) in effect for the given policy year. We will provide the interest rate in effect at any other time upon request.

For a discussion on interest credited to the loaned portion of the Policy Account Value, see the "Policy Loans" section of this policy.

Monthly Deductions

On each Monthly Processing Date, we will deduct Monthly Deductions from the Unloaned Policy Account Value for the coming policy month. The Monthly Deductions for a policy month are the sum of:

- the monthly cost of insurance charge; and
- the administrative charge.

Monthly Cost of Insurance

The monthly cost of insurance charge on each Monthly Processing Date is the product of (a) and (b), where:

- (a) is the applicable cost of insurance rate in effect on that Monthly Processing Date; and
- (b) is the Net Amount at Risk on the Monthly Processing Date, divided by 1,000.

The monthly cost of insurance charge is calculated after the deduction of the monthly policy administrative charges.

The net amount at risk is calculated as:

- the current death benefit in effect on the Monthly Processing Date; less
- the Policy Account Value on that Monthly Processing Date after the deduction of all policy charges other than cost of insurance charges.

Monthly cost of insurance rates are based on the:

- insured's underwriting class and age at issue;
- insured's sex, and;
- Policy duration.

We have the right to change the monthly cost of insurance rates. However, these rates will never exceed the maximum monthly cost of insurance rates shown in the table on the Policy Data Page. Any such change will be made on a uniform basis to all policies that are issued on this form for insureds who have the same underwriting class, Age on the Policy Date, sex, and policy duration.

Any change in the monthly cost of insurance rates will be based on changes in future expectations for mortality, expenses, persistency, federal income taxes, state or local premium taxes, and/or our investment earnings. Changes in the monthly cost of insurance rates will be determined only prospectively and will not be made because of a deterioration in the insured's health. Changes will not be made in order to recoup any prior losses or distribute prior gains. Any change in cost of insurance rates will comply with the procedures and standards on file with the insurance department for the jurisdiction where this policy is delivered.

Administrative Charges

The Monthly Deductions on each Monthly Processing Date include the monthly administrative charge shown on the Policy Data pages. The administrative charge is not affected by decreases in Face Amount.

8. PARTIAL WITHDRAWALS AND SURRENDER

Partial Withdrawals

At any time while the insured is living, you may request a partial withdrawal from the Unloaned Policy Account Value, subject to the conditions described below. All partial withdrawals will reduce the Unloaned Policy Account Value by the amount of the partial withdrawal. All or part of the partial withdrawal may also reduce the Face Amount of the policy, as described below. A partial withdrawal will take effect as of the day on which we receive your signed written request in Good Order for the withdrawal.

The conditions for taking a partial withdrawal are as follows:

- we must receive your signed written request in Good Order at our Customer Service Office;
- the withdrawal must be at least equal to the minimum partial withdrawal amount shown on the Policy Data page;
- the Face Amount remaining after any reduction, as specified below, may not be less than the Minimum Face Amount shown on the Policy Data pages; and
- the Net Cash Value after a partial withdrawal must be at least equal to 3 times the most recent Monthly Deductions.

We will reduce the Face Amount by the amount of the partial withdrawal minus the amount by which (a) exceeds (b) where: (a) equals the Policy Account Value; and

(b) equals the Face Amount, divided by the applicable Death Benefit Factor shown on the Policy Data pages.

We will send you revised Policy Data pages reflecting any reduction in Face Amount due to a partial withdrawal. The underwriting class may change if the reduced Face Amount does not meet the minimum requirements for that class.

We will not process any request for a partial withdrawal that exceeds the amount available.

Surrender

You may surrender this policy by sending us this policy and your signed written request in Good Order to our Customer Service Office. The amount we will pay upon a full surrender is equal to the Net Cash Value on the date we receive your request, minus, if applicable, the Exchange Charge as described in the next provision. The surrender will take effect as of the day on which we receive the written request. Upon surrender, this policy will terminate and all insurance under this policy will end. If the surrender request is processed on a Monthly Processing Date, we will not deduct the Monthly Deductions due on that date for the next policy month from the Unloaned Policy Account Value in determining the surrender amount payable.

Exchange Charge

If this policy is fully surrendered during the first 10 policy years and the surrender proceeds are intended to be applied to an insurance policy or certificate issued in conjunction with an intent to qualify the exchange as a tax free exchange under Section 1035 of the Internal Revenue Code, we will assess an Exchange Charge. The Exchange Charge that applies in each of the first 10 policy years is shown on the Policy Data page. No Exchange Charge will apply to partial withdrawals nor to any full surrender of the policy not intended to qualify as a tax free exchange under Section 1035 of the Internal Revenue Code.

9. POLICY LOANS

You may obtain a policy loan at any time the insured is living. We must receive your signed written request in Good Order at our Customer Service Office. This policy must be assigned to us; this is the only security needed. The policy loan will take effect as of the day on which we receive the written request. The minimum loan amount is \$500.

Loan Value

The loan value is the maximum amount you can borrow on this policy. When there is no previous outstanding loan, the loan value on any day is the Policy Account Value. When there is an existing outstanding loan, the loan value on any day is:

- the Policy Account Value on that day; less
- the amount of any Policy Debt on that day.

We will not process any request for loan amount that exceeds the amount available.

Policy Debt at Death

Any Policy Debt not repaid upon the insured's death will be deducted from the death proceeds.

Loan Account

When you take a policy loan, we transfer an amount equal to the loan amount from the Unloaned Policy Account Value into a Loan Account. An amount equal to the outstanding Loan Amount remains in the Loan Account until the loan is repaid.

Amounts in the Loan Account earn interest from the date of the transfer at an effective yearly rate of 7%. Interest accrues daily and is credited to the Loan Account on each Monthly Processing Date. The interest we credit to the loaned amount remains in the Loan Account until the next Policy Anniversary.

Loan Interest

Loan interest accrues daily and is payable in arrears on each Policy Anniversary. The annual interest rate charged on policy loans is 8%. Loan interest is due on each Policy Anniversary, on the date a new loan is taken, or on the date a loan repayment is made.

On each Policy Anniversary, accrued and unpaid loan interest is due. If this interest is not paid in cash by you, it will be borrowed from your policy. We do this by transferring an amount from the Unloaned Policy Account Value to the Loan Account so that the Loan Account equals the Policy Debt. This occurs after Monthly Deductions are processed on that date. If there is not enough Unloaned Policy Account Value to cover this transfer, then this policy will lapse unless you make a loan repayment to cover the difference within 61 days of the policy anniversary on which this occurred. We will notify you at least 30 days before the policy will lapse under these conditions.

When a new loan is taken and there is an existing loan outstanding under the policy, accrued and unpaid loan interest is due. If this interest is not paid in cash by you, it will be borrowed from your policy. We will transfer an amount from the Unloaned Policy Account Value to the Loan Account equal to the new requested loan plus accrued and unpaid interest on the existing loan. If there is not enough Unloaned Policy Account Value to cover this transfer, the requested loan amount will need to be reduced.

Any amount transferred to the Loan Account is added to the outstanding Loan Amount and is charged interest as described above.

See the "Loan Repayment" provision for interest on a date a loan repayment is made.

Loan Repayment

Any outstanding Policy Debt may be repaid at any time before the insured's death while this policy is in force. Any outstanding Policy Debt may also be repaid within 60 days after the insured's death if the policy was in force on the date of the insured's death and the death proceeds of this policy have not been paid in one sum or applied under a payment option. All loan repayments are credited to the policy as of the day on which we receive the payment at the Customer Service Office.

Any accrued and unpaid loan interest is due when a loan repayment is made. Loan repayments are applied first to pay accrued and unpaid loan interest, and then to loan principal outstanding. A loan repayment will be required to avoid policy lapse if the Policy Debt exceeds the Policy Account Value. Please see the "Loan Interest" provision for further information.

10. PAYMENT OPTIONS

Payment of Proceeds

The proceeds of this policy will be paid in one sum, unless otherwise provided. All or part of this sum may be applied under any payment option described below or in any other manner we approve. The payee under any payment option must be a natural person.

Election of Payment Options

During the insured's lifetime, you may choose any option for payment of the death proceeds. If no election is in force when the proceeds become payable, the payee may make an election. For death proceeds, election must be made within one year after the insured's death. For other proceeds, election must be made within 60 days after the proceeds become payable.

You may appoint a secondary payee to receive any payments remaining after the death of the payee. Upon the death of any payee receiving payments under an option, the remaining payments will be continued to the secondary payee or paid in one sum as described in the "Termination" provision, whichever is elected.

Any election must be in a written form satisfactory to us.

Options Available

Option 1 - Proceeds Left at Interest: We will hold the proceeds, making monthly interest payments. The yearly guaranteed interest rate is 3%.

Option 2 - Payments of a Specified Amount: We will make monthly payments of a specified amount until the proceeds and interest are fully paid. The total amount paid each year must be at least 10% of the original proceeds. Interest will be added to the proceeds each year; the yearly guaranteed interest rate is 3%.

Option 3 - Payments for a Specified Period: We will make monthly payments for the number of years elected. The guaranteed monthly payments shown in the Option 3 table on the following page include interest at 3% per year.

Option 4 - Life Income with 10 Years Guaranteed: We will make monthly payments for 10 years and for the remaining lifetime of the person on whose life the option is based. The guaranteed monthly payments shown in the Option 4 table on the following page include interest at 3% per year.

Option 5 - Refund Life Income: We will make monthly payments until the total amount paid equals the proceeds settled, and for the remaining lifetime of the person on whose life the option is based. The guaranteed monthly payments shown in the Option 5 table on the following page include interest at 3% per year.

Option 6 - Joint and Survivor Income with 10 Years Guaranteed: We will make monthly payments for 10 years and for the remaining lifetime of either of the two persons on whose lives the option is based. The guaranteed monthly payments shown in the Option 6 table include interest at 3% per year.

The Payment Option Tables for options 4, 5 and 6 are based on the Annuity 2000 Mortality Tables (male and female), projected 20 years to the year 2020 by 100% of male Scale G factors for males and 50% of female Scale G factors for females.

Payment Provisions

The effective date of any option is the date the proceeds become payable. This date is the option date. Death proceeds are payable as of the date of the insured's death. At least \$5,000 must be applied under each option selected, and each periodic payment must be at least \$50. After an option becomes effective, it cannot be terminated for payment in one sum, unless otherwise provided. The first payment under Option 1 is due one month after the option date. The first payment under Option 2, 3, 4, 5, or 6 is due on the option date. We require satisfactory proof of age of any person on whose life the option is based before any payment is made. Under Option 4, 5, or 6, the present value of future benefits may not be withdrawn.

Termination

Upon termination of either Option 1 or Option 2, we will pay any unpaid proceeds with any accrued interest. Upon termination of Option 3, we will pay the present value on the basis of 3% yearly compound interest of any unpaid payments for the specified period. Upon termination of Option 4, 5, or 6, we will pay the present value of any unpaid payments for the guaranteed period, which is derived using the interest rate which was used in computing the actual monthly payment.

PAYMENT OPTION TABLES

OPTION 3 - PAYMENTS FOR A SPECIFIED PERIOD

GUARANTEED MONTHLY PAYMENT FOR EACH \$1,000 OF PROCEEDS

Years	1	2	3	4	5	6
Amount	\$ 84.47	42.86	28.99	22.06	17.91	15.14
Years	7	8	9	10	11	12
Amount	\$ 13.16	11.68	10.53	9.61	8.86	8.24
Years	13	14	15	16	17	18
Amount	\$ 7.71	7.26	6.87	6.53	6.23	5.96
Years	19	20	21	22	23	24
Amount	\$ 5.73	5.51	5.32	5.15	4.99	4.84
Years	25	26	27	28	29	30
Amount	\$ 4.71	4.59	4.47	4.37	4.27	4.18

PAYMENT OPTION TABLES

OPTIONS 4 AND 5 - GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS+

Age	Option 4		Option 5		Age	Option 4		Option 5	
	Male	Female	Male	Female		Male	Female	Male	Female
20	2.93	2.89	2.92	2.88	54	4.13	3.96	4.01	3.88
21	2.95	2.90	2.94	2.89	55	4.20	4.03	4.07	3.94
22	2.97	2.92	2.95	2.91	56	4.27	4.10	4.13	4.00
23	2.98	2.93	2.97	2.92	57	4.35	4.17	4.20	4.06
24	3.00	2.95	2.99	2.94	58	4.43	4.24	4.27	4.13
25	3.02	2.96	3.00	2.95	59	4.52	4.32	4.34	4.20
26	3.04	2.98	3.02	2.97	60	4.61	4.41	4.42	4.27
27	3.06	3.00	3.04	2.99	61	4.71	4.50	4.50	4.35
28	3.08	3.02	3.06	3.01	62	4.81	4.59	4.59	4.43
29	3.10	3.04	3.08	3.03	63	4.92	4.69	4.68	4.52
30	3.12	3.06	3.10	3.05	64	5.03	4.80	4.77	4.61
31	3.15	3.08	3.13	3.07	65	5.15	4.91	4.87	4.70
32	3.17	3.10	3.15	3.09	66	5.28	5.03	4.97	4.81
33	3.20	3.12	3.17	3.11	67	5.41	5.16	5.08	4.91
34	3.22	3.15	3.20	3.13	68	5.54	5.29	5.20	5.03
35	3.25	3.17	3.23	3.16	69	5.68	5.43	5.32	5.15
36	3.28	3.20	3.25	3.18	70	5.83	5.57	5.44	5.27
37	3.31	3.23	3.28	3.21	71	5.98	5.73	5.58	5.41
38	3.35	3.26	3.31	3.24	72	6.14	5.89	5.72	5.55
39	3.38	3.29	3.34	3.26	73	6.30	6.06	5.86	5.70
40	3.42	3.32	3.38	3.29	74	6.46	6.24	6.02	5.86
41	3.45	3.35	3.41	3.32	75	6.63	6.42	6.18	6.03
42	3.49	3.39	3.44	3.36	76	6.80	6.61	6.35	6.20
43	3.53	3.42	3.48	3.39	77	6.97	6.81	6.53	6.39
44	3.58	3.46	3.52	3.43	78	7.15	7.00	6.72	6.59
45	3.62	3.50	3.56	3.46	79	7.33	7.20	6.92	6.80
46	3.67	3.54	3.60	3.50	80	7.51	7.40	7.13	7.03
47	3.72	3.59	3.64	3.54	81	7.68	7.60	7.35	7.26
48	3.77	3.63	3.69	3.58	82	7.86	7.80	7.59	7.52
49	3.82	3.68	3.74	3.63	83	8.03	7.99	7.83	7.78
50	3.87	3.73	3.79	3.67	84	8.19	8.17	8.09	8.06
51	3.93	3.79	3.84	3.72	85	8.35	8.34	8.37	8.35
52	3.99	3.84	3.89	3.77					
53	4.06	3.90	3.95	3.82					

+ Guaranteed monthly payments for any ages not shown will be furnished upon request.

PAYMENT OPTION TABLES

OPTION 6- GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS+

Female Age	Male Age									
	50	51	52	53	54	55	56	57	58	59
50	3.44	3.46	3.48	3.50	3.51	3.53	3.54	3.55	3.57	3.58
51	3.47	3.49	3.50	3.52	3.54	3.56	3.57	3.59	3.60	3.62
52	3.49	3.51	3.53	3.55	3.57	3.58	3.60	3.62	3.63	3.65
53	3.51	3.53	3.55	3.57	3.59	3.61	3.63	3.65	3.67	3.69
54	3.53	3.55	3.58	3.60	3.62	3.64	3.66	3.68	3.70	3.72
55	3.55	3.58	3.60	3.62	3.65	3.67	3.69	3.72	3.74	3.76
56	3.57	3.60	3.62	3.65	3.67	3.70	3.72	3.75	3.77	3.79
57	3.59	3.62	3.65	3.67	3.70	3.73	3.75	3.78	3.80	3.83
58	3.61	3.64	3.67	3.70	3.73	3.75	3.78	3.81	3.84	3.86
59	3.63	3.66	3.69	3.72	3.75	3.78	3.81	3.84	3.87	3.90
60	3.64	3.68	3.71	3.74	3.78	3.81	3.84	3.87	3.90	3.94
61	3.66	3.70	3.73	3.76	3.80	3.83	3.87	3.90	3.94	3.97
62	3.68	3.71	3.75	3.79	3.82	3.86	3.90	3.93	3.97	4.00
63	3.69	3.73	3.77	3.81	3.84	3.88	3.92	3.96	4.00	4.04
64	3.71	3.75	3.79	3.83	3.87	3.91	3.95	3.99	4.03	4.07
65	3.72	3.76	3.80	3.84	3.89	3.93	3.97	4.02	4.06	4.10
66	3.73	3.78	3.82	3.86	3.91	3.95	4.00	4.04	4.09	4.13
67	3.75	3.79	3.83	3.88	3.92	3.97	4.02	4.07	4.12	4.16
68	3.76	3.80	3.85	3.89	3.94	3.99	4.04	4.09	4.14	4.19
69	3.77	3.81	3.86	3.91	3.96	4.01	4.06	4.11	4.17	4.22
70	3.78	3.83	3.87	3.92	3.97	4.03	4.08	4.14	4.19	4.25

Female Age	Male Age										
	60	61	62	63	64	65	66	67	68	69	70
50	3.59	3.60	3.61	3.62	3.63	3.64	3.65	3.66	3.67	3.67	3.68
51	3.63	3.64	3.65	3.66	3.67	3.68	3.69	3.70	3.71	3.72	3.72
52	3.66	3.68	3.69	3.70	3.72	3.73	3.74	3.75	3.76	3.76	3.77
53	3.70	3.72	3.73	3.75	3.76	3.77	3.78	3.79	3.80	3.81	3.82
54	3.74	3.76	3.77	3.79	3.80	3.82	3.83	3.84	3.85	3.86	3.87
55	3.78	3.80	3.81	3.83	3.85	3.86	3.88	3.89	3.90	3.92	3.93
56	3.81	3.84	3.86	3.87	3.89	3.91	3.93	3.94	3.96	3.97	3.98
57	3.85	3.88	3.90	3.92	3.94	3.96	3.98	3.99	4.01	4.02	4.04
58	3.89	3.92	3.94	3.96	3.99	4.01	4.03	4.05	4.06	4.08	4.10
59	3.93	3.96	3.98	4.01	4.03	4.06	4.08	4.10	4.12	4.14	4.16
60	3.97	4.00	4.02	4.05	4.08	4.11	4.13	4.15	4.18	4.20	4.22
61	4.00	4.04	4.07	4.10	4.13	4.16	4.18	4.21	4.24	4.26	4.28
62	4.04	4.08	4.11	4.14	4.18	4.21	4.24	4.27	4.29	4.32	4.35
63	4.08	4.11	4.15	4.19	4.22	4.26	4.29	4.32	4.35	4.38	4.41
64	4.11	4.15	4.19	4.23	4.27	4.31	4.35	4.38	4.41	4.45	4.48
65	4.15	4.19	4.23	4.28	4.32	4.36	4.40	4.44	4.48	4.51	4.55
66	4.18	4.23	4.27	4.32	4.36	4.41	4.45	4.50	4.54	4.58	4.61
67	4.21	4.26	4.31	4.36	4.41	4.46	4.51	4.55	4.60	4.64	4.68
68	4.25	4.30	4.35	4.40	4.46	4.51	4.56	4.61	4.66	4.71	4.75
69	4.28	4.33	4.39	4.44	4.50	4.56	4.61	4.67	4.72	4.77	4.82
70	4.31	4.36	4.42	4.48	4.54	4.60	4.66	4.72	4.78	4.84	4.89

+ Guaranteed monthly payments for any ages not shown will be furnished upon request.

11. GENERAL PROVISIONS

The Contract

The entire contract consists of the Basic Policy and any attached additional benefit riders, endorsements, the original application and any subsequent applications for changes that are attached to this policy. We relied upon the application(s) in issuing this policy. All statements in the application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements are representations and not warranties. No statement will be used to contest this policy unless contained in the application(s).

Only the President, a Vice President, or the Secretary of Guardian may make or modify this policy. No agent has the authority to change this policy, waive any provision of this policy or any of Guardian's requirements; or waive an answer to any question in the application(s).

We will not be bound by any promise or statement made by any agent or other person except as stated above.

Basis of Values

The maximum cost of insurance rates under this policy are based on the Commissioners' 2001 Standard Ordinary Mortality Table, Age Nearest Birthday, male or female, smoker or non-smoker (if this policy is issued on a Guaranteed Issue basis, values are not smoker/non-smoker distinct). All policy values equal or exceed those required by any state statute. A detailed statement of the method of computing these values has been filed with each state insurance department.

Age and Sex

If the age or sex of the insured has been misstated, the amount of death benefit for the Basic Policy will be that which would be purchased by the most recent deduction for the cost of insurance charge based on the correct age and sex.

Age 121

If the insured is living on the Maturity Date, and the Policy Account Value less any Policy Debt is greater than zero, the policy will remain in force past the Maturity Date if the policy is not then surrendered. If the policy continues, then beginning on this date:

- no further monthly deductions will be made from the Policy Account Value
- no further premiums will be accepted
- no new loans will be permitted; however, loan repayments will be accepted
- no partial withdrawals will be allowed but you can surrender the policy, subject to the terms of the "Partial Withdrawals and Surrender" provision.

Incontestability

This policy will be incontestable after it has been in force during the insured's lifetime for 2 years from its Issue Date.

If this policy is reinstated, the policy will have a new 2 year contestable period from the date of reinstatement. A contest of a reinstated policy will only be based upon representations made in the reinstatement application, unless the policy is still within the original 2 year contestable period.

Suicide Exclusion

If the insured commits suicide, while sane or insane, within 2 years from the Issue Date, our liability will be limited to the greater of (a) or (b) as of the date of death, where:

- (a) is the sum of all premium payments made under this policy, less any Policy Debt and any partial withdrawals;
- (b) is the Net Cash Value.

Deferment

We may defer the following transactions from the Policy Account Value for up to 6 months from the date we receive your signed written request in Good Order at our Customer Service Office:

- determination or payment of a partial withdrawal or surrender (we will pay interest on deferred partial withdrawals and surrenders at a rate not less than 2% a year if any such payment is deferred 30 days or more); or
- determination or payment of policy loans.

Communications with Guardian

We receive all communications only at our Customer Service Office. Please include the policy number, the full names of the owner and insured, and the owner's current address in all correspondence with us.

Payments by Guardian

All amounts payable by us are payable at our Customer Service Office.

Statement to the Owner

We will provide a written statement to you once each year. We will send the statement soon after each Policy Anniversary.

The statement will show the following information as of the most recent Policy Anniversary:

- the amount of the current death benefit;
- the Policy Account Value;
- the Net Cash Value;
- charges deducted since the last statement, and any premiums paid;
- any partial withdrawals since the last statement; and
- any outstanding Policy Debt and other loan activity.

The statement will also include any other information required by the jurisdiction where this policy is delivered.

Illustrative Statement to the Owner Upon Request

We will provide an illustrative statement of this policy's projected values to the owner upon written request. We will not charge a fee for such statement. However, we reserve the right to limit the number of requests to 3 within a policy year.

Voting

The owner has the right to vote in Guardian's annual election of Directors. For more information, write to the Secretary at: [7 Hanover Square, New York, New York 10004].

**Modified Single Premium Universal Life Insurance Policy**

- Single premium payable; additional payments allowed only under specific circumstances described in the policy.
- Death proceeds payable upon insured's death if policy is in force
- Policy Account Value less Policy Debt payable on the Maturity Date if the policy has not terminated
- Participating – However, Dividends are not expected to be paid

<i>SERFF Tracking Number:</i>	<i>GARD-126927636</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>47572</i>
<i>Company Tracking Number:</i>	<i>11-SPUL</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>BOLI 2011</i>		
<i>Project Name/Number:</i>	<i>BOLI 2011/11-SPUL</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	
Comments:		
Attachments:		
Readabiity.pdf		
Certificate of Compliance with Rule 19 and 49.pdf		

	Item Status:	Status Date:
Satisfied - Item:	Application	
Comments:		
approved 12/10/09 (Dept File No. 44283)		
Attachment:		
L-AP-2004 AR.pdf		

	Item Status:	Status Date:
Satisfied - Item:	Statement of Variability	
Comments:		
Attachment:		
Statement of Variability for 11-SPUL.pdf		



STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: The Guardian Life Insurance Company of America

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form Title</u>	<u>Form Number</u>	<u>Flesch Score</u>
Modified Single Premium Universal Life Insurance Policy	11-SPUL AR	50.3

Name: Pete Diggins
Title: Director, Individual Markets
Date: December 13, 2010



**Certificate of Compliance with
Arkansas Rule and Regulation 19 and 49**

Insurer: **The Guardian Life Insurance Company of America**

Form Number(s): **11-SPUL AR**

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19 and 49.

Signature of Company Officer

Pete Diggins

Name

Director

Title

December 13, 2010

Date



Customer Service Office
3900 Burgess Place
Bethlehem, PA 18017

- ☐ THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
☐ THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.
☐ BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA
(Please check appropriate company. In this application, "the Company" is the insurer checked above.)

APPLICATION FOR LIFE INSURANCE

Part 1

Please print

(Page 1 of 7)

I. Proposed Insured Information

- a. First Name _____ MI _____ Last Name _____
- b. Social Security # _____
- c. Sex ☐ Male ☐ Female
- d. Date of Birth (mm/dd/yyyy) _____
- e. Place of Birth _____
- f. Are you a U.S. citizen? ☐ Yes ☐ No
- g. Marital Status
- If no, give: Visa Type _____ ☐ Married ☐ Single ☐ Separated
- Visa Duration _____ ☐ Widowed ☐ Divorced
- Other _____
- h. Address _____
- City _____ State _____ Zip _____
- i. How long at this address? _____
- j. Home phone _____
- k. e-mail address _____
- l. If less than 2 years at current address, please furnish previous address:
- Address _____
- City _____ State _____ Zip _____
- m. Telephone Interview – if more information is needed, a representative may call you. Show the most convenient place and range of times for such a call weekdays between the hours of 9:00 a.m. and 9:00 p.m.
- ☐ Home ☐ Business ☐ Other – Phone _____ Times _____ ☐ a.m. ☐ p.m.

2. Employment Information

- a. Name of Employer _____
- b. Address _____
- City _____ State _____ Zip _____
- Business Phone _____ Business Web Site _____
- c. If address is P.O. Box, include street address as well:
- Address _____
- City _____ State _____ Zip _____
- d. Occupation _____
- e. Job Title _____
- f. Nature of Business _____
- g. How many years employed? _____ (If less than 2 years please furnish previous employer below)
- h. Former Employer _____
- Address _____
- City _____ State _____ Zip _____
- i. Occupation _____
- j. Job Title _____
- k. Nature of Business _____



IMNB0301000010201

3. Owner Information*(Complete only if the proposed insured is NOT to be the policyowner)*

a. Owner name (First, MI, Last) or name of trust, company or other owner: _____

b. Social Security No./Tax ID No. _____ c. Relationship to proposed insured _____

d. Street Address _____

e. Telephone Number _____

f. Tax Qualified Plan? ☐ Yes ☐ Nog. Complete if Policy is **Trust Owned**:

Date of Trust _____

Complete Names of Authorized Trustees _____

4. Beneficiary Information*Print full name and relationship to Proposed Insured. (Unless otherwise indicated, all Primary Beneficiaries who survive the Insured shall share equally. If no Primary Beneficiary survives the Insured, benefits will be paid in equal shares to the Contingent Beneficiaries, etc., if surviving the Insured, unless otherwise specified).*

a. Primary Beneficiary _____

b. Contingent Beneficiary _____

c. Tertiary Beneficiary _____

5. Purpose of Insurance

Please describe the purpose of the proposed insurance (check one or more of the following, or describe in "Other"):

- | | | | | |
|--|--|--|--|---|
| <input type="checkbox"/> Buy-Sell | <input type="checkbox"/> Deferred Compensation | <input type="checkbox"/> Charitable Planning | <input type="checkbox"/> Family Income | <input type="checkbox"/> Mortgage |
| <input type="checkbox"/> Key Person | <input type="checkbox"/> Split Dollar | <input type="checkbox"/> Estate Planning | <input type="checkbox"/> Retirement | <input type="checkbox"/> Spouse/Child Insurance |
| <input type="checkbox"/> Executive Bonus | <input type="checkbox"/> Collateral for Debt | <input type="checkbox"/> Wealth Accumulation | <input type="checkbox"/> Education | <input type="checkbox"/> Other _____ |

6. Financial Information**Personal Finances** (This section applies to the proposed insured. If this policy is business owned, please also complete the Business Finances section below.)

a. Total Assets \$ _____ b. Total Liabilities \$ _____ c. Net Worth \$ _____

d. Earned Income \$ _____ e. Unearned Income (if in excess of \$10,000) \$ _____

Business Finances (Complete if policy is business owned)f. Type of Business (Check One): ☐ Limited Liability Co. ☐ Sole Proprietor ☐ Partnership ☐ S Corp
☐ C Corp ☐ Other _____

g. Total Assets \$ _____ h. Total Liabilities \$ _____ i. Net Worth \$ _____

j. Net Profit After Taxes for past Two Years: Last Year \$ _____ Previous Year \$ _____

k. How long has the business been established? _____

l. What is the nature of the business? _____

m. What percentage of the business is owned by the proposed insured? _____

n. Is there business insurance applied for or in force on other key members of this firm? ☐ Yes ☐ No

If "yes", please provide details: _____

7. Proposed Insurance

a. Plan of Insurance _____ Base Policy Face Amount \$ _____

b. Riders**Traditional Life/Term Riders** (Note: Option Q and R riders are elected in the Dividends Section)

- ☐ Accidental Death Benefit (ADB) ADB Face Amount: \$ _____
- ☐ Waiver of Premium (WP) ☐ Initial Period Waiver of Premium (For LifeSpan only)
- ☐ Scheduled/Unscheduled Paid-Up Additions (EPUA) Rider ☐ Unscheduled Only Paid-Up Additions (EPUA) Rider
- If a Scheduled PUA Payment is desired, indicate annual amount \$ _____
- If an Initial PUA Payment is to be made, indicate amount (not including first Scheduled payment) \$ _____
- If Waiver of Specified Amount benefit is requested, indicate annual Specified Amount \$ _____
- ☐ Guaranteed Purchase Option (GIO)/Whole Life Purchase Option Option Amount: \$ _____
- ☐ Accelerated Benefit Rider (EABR/ABR) (please complete required disclosure form)
- ☐ 10 Year Annually Renewable Term (RTR-10) Term Amount: \$ _____
- ☐ Paid-Up Insurance Rider (for EMP, GIWL, SUPP only) Equivalent Annual Deposit, excluding Waiver \$ _____
- ☐ Paid-Up Additions Rider (for EMP, GIWL, SUPP only) First Year Purchase Payment \$ _____
- ☐ DuoGuard (List names & amounts for Designated Lives. Complete a separate application for each Designated Life.)
- | <u>Name of Designated Life</u> | <u>Amount</u> | <u>Name of Designated Life</u> | <u>Amount</u> |
|--------------------------------|---------------|--------------------------------|---------------|
| _____ | \$ _____ | _____ | \$ _____ |
| _____ | \$ _____ | _____ | \$ _____ |
| _____ | \$ _____ | _____ | \$ _____ |
- ☐ Exchange to Term Insurance ☐ Select Security Rider
- ☐ Other _____ \$ _____ ☐ Other _____ \$ _____

Universal Life and Variable Life Riders

- ☐ Additional Sum Insured (Do NOT include this amount in Base Face Amount shown above) \$ _____
- ☐ Secondary Guarantee Coverage Rider/Guaranteed Coverage Rider (for VUL GCR, elect coverage to age _____)
- ☐ Accidental Death Benefit (ADB) ADB Face Amount: \$ _____
- ☐ Waiver of Monthly Deductions
- ☐ Disability Benefit Rider Monthly Specified Amount: \$ _____
- ☐ Guaranteed Insurability Option Option Amount \$ _____
- ☐ Adjustable Annual Renewable Term Term Amount: \$ _____ ☐ Select Security Rider
- ☐ Other _____ \$ _____ ☐ Other _____ \$ _____

Riders for Survivorship Products (EstateGuard, SVUL, etc.)

- ☐ Survivorship Waiver of Premium (Death Waiver) (available on one or both of the base policy insureds) ☐ 10 Year ☐ 15 Year
- ☐ (1st Insured) _____ ☐ (2nd Insured) _____
- ☐ Policy Split Option
- ☐ Adjustable Annual Renewable Term (on both insureds) Term Amount: \$ _____
- ☐ Single Life Term/RTR 85 (available on one or both of the base policy insureds)
- ☐ (1st Insured) _____ \$ _____
- ☐ (2nd Insured) _____ \$ _____
- ☐ Second to Die DuoGuard (List names & amounts for Designated Lives. Complete a separate application for each Designated Life.)
- | <u>Name of Designated Life</u> | <u>Amount</u> | <u>Name of Designated Life</u> | <u>Amount</u> |
|--------------------------------|---------------|--------------------------------|---------------|
| _____ | \$ _____ | _____ | \$ _____ |
| _____ | \$ _____ | _____ | \$ _____ |
- ☐ First To Die DuoGuard (available on one or both of the base policy insureds)
- ☐ (1st Insured) _____ \$ _____
- ☐ (2nd Insured) _____ \$ _____
- ☐ Split Dollar Protector (available on one or both of the base policy insureds)
- ☐ (1st Insured) _____ ☐ (2nd Insured) _____
- ☐ Other _____ \$ _____ ☐ Other _____ \$ _____

8. Premiums**a. Mode**

☐ Annual ☐ Semiannual ☐ Quarterly ☐ Monthly (list bill only – this may not be available for all products)

☐ Guard-O-Matic (complete the appropriate Request Form)

☐ New Service ☐ Add to my existing service Existing Policy Number _____

☐ Other _____

b. Who is to pay premiums? _____**c. Send premium notices to:**

☐ Residence ☐ Business ☐ Owner's address ☐ Other _____

☐ List Bill

☐ New – Billing Name _____ Common billing date _____

☐ Existing account # _____

d. Automatic Premium Loan (if available) ☐ Yes ☐ No (if left blank, default will be Yes)**e. Complete for VUL/UL policies:**

Initial Premium \$ _____ Planned Premium (at the mode indicated above) \$ _____

f. Complete for Variable Whole Life (PAL) policies:

Initial Premium \$ _____ Planned Modal Unscheduled Payment \$ _____

g. Prepayment of Premium

☐ No money is being submitted with this application.

☐ Money is being submitted with this application, in the amount of \$ _____ for proposed life insurance in the amount of \$ _____ in exchange for the Conditional Receipt providing proposed conditional coverage for this amount of insurance only. Please see the Conditional Receipt for the circumstances under which money can be paid with this application, and Item (3) under "Conditions" in the Receipt for rules pertaining to the amount of life insurance that can be entered above.

9. Dividends (for participating policies only)

☐ A-Paid in cash

☐ B-Reduce premiums

☐ C-Left at interest (Complete W-9 form if elected)

☐ D-Paid-Up Additional Insurance (Option D will be the default option if no other is elected)

☐ F-Term Insurance face amount not in excess of cash value/Balance to purchase paid-up additional insurance

☐ G-Term Insurance face amount not in excess of cash value/Balance to reduce premium

☐ K-Deferred Additional Insurance (EMP plans only)

☐ L-Term Insurance face amount not in excess of twice face amount of basic policy/Balance to purchase paid-up additional insurance

☐ P-Term Insurance face amount not in excess of twice face amount of basic policy/Balance to reduce premium

☐ Q- One Year Term Insurance not to exceed Target Face Amount* of \$ _____

☐ R- One Year Term Insurance with Increasing Target Face Amount* Initial Target \$ _____

☐ Level Increases % _____ ☐ Compound Increases % _____

☐ S- Premium Offset – (available only if a PUA rider is requested. Premiums to be offset at the end of the first policy year by use of PUA rider additions and future dividends) ☐ with Target Face Amount* not to exceed \$ _____

☐ U-Loan Repayment/Balance to Paid-up Additions

☐ Other _____

* Do not include the base policy face amount in the Target Face Amount.

10. Additional Information for VUL/UL Policies**a. Death Benefit Option** (Note, not all options may be available with all policies)

☐ Option 1 ☐ Option 2 ☐ Option 3 ☐ Other _____

b. Section 7702 Test (Note, the choice of 7702 Test may not apply to all policies)

Section 7702 of the Internal Revenue Code defines Life Insurance and specifies the rules under which the growth of life insurance policy cash values are excludable from gross income. If the plan being applied for provides a choice of test under 7702 to qualify the policy as life insurance, please check one of the tests shown below. Once a test is elected, it cannot be changed. If there is a choice of Test and none is elected, the Guideline Premium Test will be used.

☐ Guideline Premium Test

☐ Cash Value Accumulation Test

11. Replacement/Existing Insurance

Does the owner/applicant have any existing individual life insurance policies or annuity contracts (including those in the process of being lapsed or surrendered)? ☐ Yes ☐ No (If "Yes", please complete appropriate state replacement forms.)

12. Existing Insurance on Proposed Insured

Are there any existing life insurance policies or annuity contracts in force on the proposed insured? ☐ Yes (please list below) ☐ No

A. Life insurance policies

Name of Company	Year Issued	Amount	Personal or Business	Accidental Death Amt	Waiver of Premium	GIO Amt
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____

B. Annuity contracts

Name of Company	Year Issued	Waiver of Premium
_____	_____	_____
_____	_____	_____
_____	_____	_____

13. Personal History of the Proposed Insured

(These questions apply to the Proposed Insured. Please provide details in Remarks section for any "yes" answers to the following questions, except for 13c.)

	Yes	No
a. Do you intend to change your occupation?.....	<input type="checkbox"/>	<input type="checkbox"/>
b. Do you intend to reside or travel outside of the U.S.?.....	<input type="checkbox"/>	<input type="checkbox"/>
c. Do you drive a motor vehicle?	<input type="checkbox"/>	<input type="checkbox"/>
Driver's License State _____ Driver's License # _____		
d. Within the past five years, have you been charged with and/or convicted of any motor vehicle moving violations or had your driver's license suspended or revoked? (If yes, details must include date of violation, description of violation and penalty.).....	<input type="checkbox"/>	<input type="checkbox"/>
e. Within the last ten years, have you been convicted of a felony, or is such a charge pending against you?.....	<input type="checkbox"/>	<input type="checkbox"/>
f. Within the last three years have you participated in, or do you intend to participate in, any of the following: piloting any type of aircraft; mountain climbing or rock climbing; scuba diving; hang gliding; parachuting or skydiving; or motor vehicle racing? (If yes to any, complete Aviation and/or Avocation Supplement.)	<input type="checkbox"/>	<input type="checkbox"/>
g. Have you ever filed for personal or business bankruptcy? (If yes, give full details and date of discharge in Remarks section.)	<input type="checkbox"/>	<input type="checkbox"/>
h. Within the past five years, have you had disability, accident, medical or life insurance declined, postponed, modified, rated, cancelled or withdrawn a pending application, or had a renewal or reinstatement refused?	<input type="checkbox"/>	<input type="checkbox"/>
i. Have you smoked cigarettes in the past 24 months?..... (If you have quit, date last used: _____)	<input type="checkbox"/>	<input type="checkbox"/>
j. Have you used tobacco in any form in the last 12 months?.....	<input type="checkbox"/>	<input type="checkbox"/>
If "No", have you used tobacco in any form in the last 24 months?.....	<input type="checkbox"/>	<input type="checkbox"/>
If "No", have you used tobacco in any form in the last 48 months?..... (If you have quit, date last used: _____)	<input type="checkbox"/>	<input type="checkbox"/>
k. Do you currently use a nicotine patch or nicotine gum?.....	<input type="checkbox"/>	<input type="checkbox"/>
l. Do you plan to apply for or are you currently applying for any other life, disability or accident insurance? (In details, include amount and company applied with, and whether this other insurance will be in addition to or in lieu of insurance with Guardian/GIAC/Berkshire.)	<input type="checkbox"/>	<input type="checkbox"/>

[illegible]

Details (Riders, Benefits, Dividend Option, etc.):

L-AP-2004 AR

Application For Life Insurance – Part I (continued)

Representations of the Proposed Insured and Owner

(Page 7 of 7)

Those parties who sign below, agree that:

1. This application, (Part 1, Part 2, the Authorization, the Variable Life Supplement, if applicable, and any other supplements to the application) will form the basis for, and become part of and attached to, any policy issued.
2. That all of the statements that are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them.
3. No agent, broker or medical examiner has any right to accept risks, make or change contracts, or to waive or modify any of the Company's rights or requirements. No information acquired by any Representative of the Company shall bind the Company unless it shall have been set out in writing in this application.
4. Any misrepresentation or omission, if found to be material, may adversely affect acceptance of the risk, claims payment or may lead to rescission of any policy that is issued based on this application.
5. The policy date is the date from which premiums are calculated and become due. The effective date is the date the policy is delivered and the first premium is paid. Except as provided in the Conditional Receipt (if an advance payment has been made and acknowledged and such Receipt issued) coverage does not begin until the effective date assuming the first premium is paid during the lifetime and prior to any change in the health of the Proposed Insured.
6. Changes or corrections made by the Company and noted in the "Amendments or Corrections" section are ratified by the Owner upon acceptance of a policy containing this application with the noted changes or corrections. In those states where written consent is required by statute or State Insurance Department regulation for amendments as to plan, amount, classification, age at issue, or benefits, such changes will be made only with the Owner's written consent.
7. By paying premiums on a basis more frequently than annually, the total premium payable during one year's time will be greater than if the premium were paid annually. That is, the cost of paying annualized periodic premiums will be more than the cost of paying one annual premium.
8. ☐ Check here if backdating to save age is being requested. Note that a request to backdate to save age can only be honored if permitted by state law. If not backdating to save age, but a specific policy date is being requested, please enter date here: _____

Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil penalties.

Signed at: _____ on _____
City and State mm/dd/yyyy

Signature of Proposed Insured

Signature of Applicant/Owner if Other than Proposed Insured

Signature of Additional Owner

Witness (for applications taken by mail)

- ☐ Check here if this application was taken by mail. If application is taken by mail, the signature of the agent does not attest to the signature of the Proposed Insured or Owner if Other than the Proposed Insured.
- ☐ Check here if this application was taken in person. I certify that I have taken this application in the presence of the Proposed Insured and Owner (if Other than the Proposed Insured), and that I have truly and accurately recorded on this application the information supplied by the Proposed Insured and Owner (if Other than the Proposed Insured).

Signature of Licensed Agent

License Number(s)

Agent's Name

State(s) where licensed

The Guardian Life Insurance Company of America

Statement of Variability for Filing of Policy Form 11-SPUL

*NOTE: This document will refer to the form number shown above, which is the generic form number for this Universal Life product. In many states a different form number will apply using the state's postal abbreviation as a suffix to the form number.

Our submission of this policy form to your state for approval includes a number of areas in the policy form that have been bracketed as variable. With your Department's consent, we intend to treat these variable fields as information that can vary, without requiring the policy form to be re-approved by your state.

This is policy information that varies depending on: (a) the demographics of the individual who is being insured under the policy (as well as names of the owner and beneficiary), (b) the specific insurance being issued (such as the face amount, and (c) the rates and values for the policy that are determined by (a) and (b).

Variable	Description	Range of Data, if applicable, or explanation of data
Variable 1	Name of Insured	Insured's name will print here.
Variable 2	Age of Insured	This is the age of the insured at issue of the policy, and is the age on the birthday nearest to the Policy Date. The age range is 20-80 (20-75 for guaranteed issue cases).
Variable 3	Sex of Insured	This will be the insured's gender. Therefore, the value will be either "male" or "female".
Variable 4	Policy Number	This is a unique number which identifies the policy in our administrative systems and for correspondence with the policyowner.
Variable 5	Policy Date	This is the Policy Date, which is the date that determines the issue age of the insured. Consequently, this date/age also drives the values for the policy, and the expiry dates for certain riders.
Variable 6	Issue Date	This is the date the policy is issued by the company and also normally begins the policy's suicide and contestable periods, though in certain states, we may be required to use the Policy Date.
Variable 7	Underwriting Class	This is the risk class of the insured based on the underwriting process. The possible classes are "Preferred Plus NT, Preferred NT, Non-Smoker, Standard, Standard (Guaranteed Issue), Class X Smoker and Class X Non-Smoker, where X is 1, 2, 3 or 4.
Variable 8	Maturity Date	This date is the policy anniversary on which the insured is insurance age 121.
Variable 9	Initial Face Amount	This is the base policy face amount. The minimum amount is \$100,000 for all risk classes except Preferred Plus NT, which has a minimum face of \$250,000. There is no maximum face amount per se since we could issue above the company's retention limits with reinsurance.
Variable 10	Owner	This is the name of the policyowner.
Variable 11	Single Premium	This is the single premium for the policy
Variable 12	Customer Service Office Address and Phone Number	This is the address and phone number of our Customer Service Office, which is currently 3900 Burgess Place, Bethlehem, PA 18017, 1-800-441-6455. If we change the location or telephone number of the Customer Service Office, we would like to be able to modify the policy without refiling.
Variable 13	Exchange charge	This is the charge that is deducted if the policy is fully surrendered as part of a 1035 exchange.
Variable 14	COI Rate Table Attained Age	The attained age to which the COI rate factor is applicable. It begins with the insured's issue age and ends at the insureds attained age 120.
Variable 15	COI Rate Factor	This is the maximum cost of insurance rate applicable to the policy. There will be an applicable rate for each year from issue to the insured's age 120. The range is \$.03751-83.33333 and varies by issue age and duration, the sex of the insured, as well as whether the insured is a smoker or a non-smoker.
Variable 16	Death Benefit Factors Table	The attained age to which the Death Benefit factor is applicable. It begins with the insured's issue age and ends at the insureds attained age 120.

	Attained Age	
Variable 17	Death Benefit Factors	These are the factors used in determining the death benefit. The factors vary by issue age and are the factors calculated for the Cash Value Accumulation 7702 test. There will be a factor for all years this policy is in effect.
Variable 18	Free Look Period	This is on the policy's front cover in the Free Look Period provision. In many states, if the policy is issued as the result of a replacement, the free look period must be longer than normal, e.g., 20 or 30 days. If necessary in your state, we will change the free look period to the correct number of days for policies issued as a result of replacement. However, this will never be less than 10 days.
Variable 19	Officer(s) Title(s) and Signature(s)	Each form submitted has the officer(s) signature(s) and title(s) bracketed. If the officer or title changes, we would like to be able to modify the policy without refilling.
Variable 20	Home Office Address	This is on the policy's front cover in the paragraph just above the officers' signatures. The address is currently 7 Hanover Square, New York, New York 10004. If the home office address changes, we would like to be able to modify the policy without refiling.
Variable 21	Policy Fee Charge	The monthly charge applicable for 20 years. The range is \$1-15 but is currently \$7.50.

INSURED [Variable 1]

[Variable 2] **AGE AND SEX**

[Variable 3]

[Variable 4] **POLICY NUMBER**

[Variable 5] **POLICY DATE**

FACE AMOUNT INITIAL FACE AMOUNT

[Variable 9]

[Variable 7] **UNDERWRITING
CLASS**

ISSUE DATE [Variable 6]

PLAN OF INSURANCE SINGLE PREMIUM UNIVERSAL LIFE
INSURANCE



**The Guardian
Life Insurance Company
Of America**

**A Mutual Company
Established 1860**

Read this policy carefully. This policy is a legal contract between the owner and The Guardian Life Insurance Company of America (Guardian).

The entire contract consists of the basic policy and any attached additional benefit riders, endorsements and application(s). This policy is issued by Guardian at its home office at [Variable 20], on the issue date. However, all correspondence should be sent to our Customer Service Office at the address shown on the Policy Data page.

[Variable 19]

Guardian will pay the death proceeds of this policy to the beneficiary upon receipt of due proof that the insured died while this policy was in force. These proceeds are described in greater detail in the "Death Proceeds" section. If the insured is still alive on the Maturity Date shown on the Policy Data page, and this policy is still in force, we will pay the Policy Account Value less any Policy Debt to the owner at that time.

Free Look Period

The owner has the right to examine this policy and return it for cancellation to Guardian's Customer Service Office or to any agent or agency within [Variable 18] days after receiving it; this is the free look period. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed and postage prepaid. If the policy is cancelled during this period, Guardian will refund any amounts paid. The policy will be void from the beginning.

Modified Single Premium Universal Life Insurance Policy

- Single premium payable; additional payments allowed only under specific circumstances described in the policy.
- Death proceeds payable upon insured's death if policy is in force
- Policy Account Value less Policy Debt payable on the Maturity Date if the policy has not terminated
- Participating – However, Dividends are not expected to be paid

POLICY DATA

INSURED	[Variable 1]	[Variable 4]	POLICY NUMBER
AGE AND SEX	[Variable 2]- [Variable 3]	[Variable 5] [Variable 6]	POLICY DATE ISSUE DATE
UNDERWRITING CLASS	[Variable 7]	[Variable 8]	MATURITY DATE *
PLAN OF INSURANCE	SINGLE PREMIUM UNIVERSAL LIFE INSURANCE		

FACE AMOUNT	INITIAL FACE AMOUNT	[Variable 9]
OWNER	[Variable 10]	
BENEFICIARY	AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED IN THE OWNER'S SIGNED NOTICE	

BENEFITS AND PREMIUMS

BASIC POLICY	AMOUNT
SINGLE PREMIUM FOR POLICY	\$ [Variable 11]
MINIMUM FACE AMOUNT: \$100,000	

* COVERAGE MAY EXPIRE PRIOR TO THE MATURITY DATE SHOWN. THE CONTINUATION OF COVERAGE DEPENDS ON A NUMBER OF FACTORS INCLUDING THE INTEREST CREDITED TO THE POLICY ACCOUNT VALUE, THE CURRENT CHARGES ASSESSED AGAINST THE POLICY ACCOUNT VALUE, AND WHETHER PARTIAL WITHDRAWALS OR POLICY LOANS HAVE BEEN TAKEN.

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:
[Variable 12]

POLICY DATA – CONT'D

MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

COST OF INSURANCE CHARGES

Guardian deducts the current cost of insurance charge for the Basic Policy on each Monthly Processing Date. We base the monthly cost of insurance charge on our current cost of insurance rates. The current cost of insurance rate will never exceed the maximum monthly cost of insurance rate for the applicable policy year. The Table of Maximum Monthly Cost of Insurance Rates is shown on page 4. See the "Monthly Cost of Insurance" provision for further information.

ADMINISTRATIVE CHARGES

Guardian deducts an administrative charge for the Policy on each Monthly Processing Date. This charge is equal to \$[Variable 21] per month.

TRANSACTION DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

PARTIAL WITHDRAWAL OF NET CASH SURRENDER VALUE

The minimum partial withdrawal is \$500. We reserve the right to limit the number of withdrawals in a policy year to 12. See the "Partial Withdrawals and Surrender" section of this policy for further information.

EXCHANGE CHARGE

The table below shows exchange charge that may apply upon certain full surrenders of the policy. For further information, see the "Partial Withdrawals and Surrender" section of this policy.

<u>POLICY YEAR</u>	<u>EXCHANGE CHARGE</u>
1	[Variable 13]
2	[Variable 13]
3	[Variable 13]
5	[Variable 13]
6	[Variable 13]
7	[Variable 13]
8	[Variable 13]
9	[Variable 13]
10	[Variable 13]
11and thereafter	[Variable 13]

**TABLE OF MAXIMUM MONTHLY COST OF INSURANCE RATES
PER \$1,000 OF NET AMOUNT AT RISK**

Monthly cost of insurance charges are based on current cost of insurance rates. The current cost of insurance rate applicable to the Net Amount at Risk for the Initial Face Amount will never exceed the applicable maximum monthly cost of insurance rate shown below. See the "Monthly Cost of Insurance" provision of this policy for further information.

[illegible]

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the death benefit provided under the Section 7702 Minimum Death Benefit (see the “Death Proceeds” section of this policy for further information).

[illegible]